



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 01, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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September 1, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**COOPERATIVE AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE CITIES OF ARCADIA AND SIERRA MADRE
EAST RAYMOND BASIN WATER RESOURCES PROGRAM
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative agreement with the Cities of Arcadia and Sierra Madre to develop projects that increase water supply reliability in the East Raymond Basin by maximizing the capture and spreading of stormwater for groundwater recharge and to pursue Federal funding for such projects.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Cities of Arcadia and Sierra Madre to cooperatively develop projects and pursue Federal funding for such projects that increase water supply reliability in the East Raymond Basin.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a cooperative agreement with the City of Arcadia (Arcadia) and the City of Sierra Madre (Sierra Madre), copy enclosed. The purpose of the agreement is to cooperatively develop and maintain a work plan for projects that increase water supply reliability in the East Raymond Basin by maximizing stormwater capture and spreading for groundwater recharge and to pursue funding for these projects through the Federal Water Resources Development Act, Section 219(f) (WRDA authorization).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). Maintaining a cooperative partnership with local agencies to develop and obtain Federal funding for projects that will improve local groundwater supplies and reduce reliance on imported water will improve the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Proposed projects identified in the cooperative agreement may receive funding through the WRDA authorization. Contingent upon your approval of this action, we will return to your Board for authorization to accept any WRDA authorization funding and to pursue project implementation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2003, a study was conducted by Arcadia, Sierra Madre, and LACFCD to determine the potential to increase water production in the East Raymond Basin by replenishment of groundwater. The study evaluated ten project alternatives to improve flood control and water conservation facilities within the East Raymond Basin. The resulting recommended facility improvement projects are collectively referred to as the East Raymond Basin Water Resources Program (ERB Program) and include Santa Anita Dam Seismic Rehabilitation, Santa Anita Debris Basin Seismic Rehabilitation, Santa Anita and Sierra Madre Spreading Grounds improvements, Santa Anita Creek and Sierra Madre Creek diversion structures modification, and Sierra Madre diversion pipeline rehabilitation.

The ERB Program received a \$20 million WRDA authorization in Fiscal Year 2007. In order to be eligible for appropriation of the WRDA authorization, a formal work plan must be prepared and submitted to the United States Army Corps of Engineers that identifies the projects proposed to be funded through this appropriation. The cooperative agreement formalizes the work plan, which outlines the priorities of proposed projects, projected costs, cost-sharing contributions of each agency, and the responsibilities of each agency.

ENVIRONMENTAL DOCUMENTATION

Approval of the enclosed cooperative agreement is exempt from the provisions of the California Environmental Quality Act (CEQA). This action meets the criteria set forth in Sections 15060(c)(2), 15061(b)(3), and 15306 of the CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the cooperative agreement will ultimately enhance groundwater recharge in the East Raymond Basin.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:MP:abc

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

COOPERATIVE AGREEMENT
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITIES OF ARCADIA AND SIERRA MADRE

This Cooperative Agreement ("AGREEMENT") is being entered into between the Los Angeles County Flood Control District ("DISTRICT"), the City of Arcadia ("ARCADIA") and the City of Sierra Madre ("SIERRA MADRE") (each a "CITY" and collectively, the "CITIES").

RECITALS

WHEREAS, ARCADIA and SIERRA MADRE each hold water rights in the East Raymond Basin within the San Gabriel Valley in the County of Los Angeles ("County") and extract groundwater to supply their communities with potable water; and

WHEREAS, DISTRICT is a special district organized and operating under the provisions of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, the DISTRICT owns and manages flood control and water conservation facilities in the County, including the Santa Anita Dam and Reservoir (under USDA Forest Service Special-Use Permits #LAR101407 and #LAR101413), Santa Anita Debris Basin, Santa Anita Creek Diversion Structure and Santa Anita Spreading Grounds, and the Santa Anita Sediment Placement Site, and said efforts result in the capture of storm flows used to replenish groundwater basins in the County, including the East Raymond Basin; and

WHEREAS, DISTRICT has developed preliminary concepts to improve the efficiency of the Santa Anita Spreading Grounds and to seismically upgrade Santa Anita Dam and Santa Anita Debris Basin; and

WHEREAS, in 2003, the CITIES received a Federal grant from the U.S. Environmental Protection Agency, in the amount of \$206,250 to conduct a study ("Study") to determine the potential to increase water production in the East Raymond Basin by replenishment of groundwater; and

WHEREAS, DISTRICT collaborated with the CITIES in the Study and provided one third of the required Local Match for the Federal grant; and

WHEREAS, the Study identifies ten (10) project alternatives for making improvements to flood control and water conservation facilities within the East Raymond Basin, including the Santa Anita Dam, the Santa Anita Debris Basin, the Santa Anita and Sierra Madre Spreading Grounds, the Santa Anita Creek and Sierra Madre Creek diversion structures, and the Sierra Madre diversion pipeline; and

WHEREAS, each of the CITIES and DISTRICT desire to cooperatively pursue

projects to maximize potential increase in water production in the East Raymond Basin and to pursue Federal funding for such projects; and

WHEREAS, the CITIES have received authorization of \$20 million through the Water Resources Development Act, Section 219(f) for Fiscal Year 2007 (WRDA Authorization); and

WHEREAS, in order to be eligible for appropriation of the WRDA authorization, a work plan (Work Plan) must be prepared and submitted to the United States Army Corps of Engineers (Corps) that identifies the projects proposed to be funded through the WRDA appropriation and that identifies the estimated costs of such projects; and

WHEREAS, the CITIES in conjunction with DISTRICT, have prepared a Work Plan, attached as Exhibit A, for submittal to the Corps in connection with the WRDA authorization.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is hereby agreed as follows:

A. PRIORITY OF PROJECTS TO BE FUNDED THROUGH THE WRDA AUTHORIZATION

Funds appropriated pursuant to the WRDA Authorization shall be allocated to the projects as described in the Work Plan, according to the priorities specified therein, subject to the provisions of paragraphs B.1., C.1. and D.1.

B. DISTRICT OBLIGATIONS

1. Notwithstanding any other provision of this AGREEMENT, the funding allocations specified in the Work Plan, as to any specific project of the DISTRICT described therein, are contingent upon the approval of that specific project by the DISTRICT. Nothing in this AGREEMENT shall be construed as requiring the DISTRICT to approve or implement any project identified in the Work Plan.
2. Upon the DISTRICT's approval of any specific DISTRICT project identified in the Work Plan, DISTRICT shall contribute funds toward the Local Match for that DISTRICT project funded under the WRDA Authorization, in the amounts specified in the Work Plan.
3. DISTRICT shall cooperate in providing information and documentation to ARCADIA as required to request WRDA appropriation funding.
4. DISTRICT shall indemnify, defend, and hold harmless, CITIES and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the (i) any breach of DISTRICT'S obligations under this AGREEMENT, or (ii) the implementation of any project, by DISTRICT, pursuant to this AGREEMENT.

C. ARCADIA'S OBLIGATIONS:

1. Notwithstanding any other provision of this AGREEMENT, the funding allocations specified in the Work Plan, with respect to any specific project of ARCADIA described therein, are contingent upon the approval of that specific project by ARCADIA. Nothing in this AGREEMENT shall be construed as requiring ARCADIA to approve or implement any project identified in the Work Plan.
2. ARCADIA shall submit all required forms and documentation, including the Work Plan, to request the appropriation and distribution of funds pursuant to the WRDA authorization on behalf of CITIES and DISTRICT.
3. Upon ARCADIA's approval of any specific ARCADIA project identified in

the Work Plan, ARCADIA shall contribute toward the Local Match for that ARCADIA project funded under the WRDA Authorization in the amounts specified in the Work Plan.

4. ARCADIA shall indemnify, defend, and hold harmless, DISTRICT and SIERRA MADRE and their respective officers, employees, and agents from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to (i) any breach of ARCADIA'S obligations under this AGREEMENT, or (ii) the implementation of any project, by ARCADIA, pursuant to this AGREEMENT.
5. ARCADIA shall support DISTRICT in its efforts to cost-effectively maintain the capacity and operability of Santa Anita Dam and Reservoir, Santa Anita Debris Basin, Santa Anita Spreading Grounds, and Santa Anita Creek Diversion Structure, including use of DISTRICT'S Santa Anita Sediment Placement Site, including providing assistance with community relations and expediting permit processing.

D. SIERRA MADRE'S OBLIGATIONS

1. Notwithstanding any other provision of this AGREEMENT, the funding allocations specified in the Work Plan, with respect to any specific project of SIERRA MADRE described therein, are contingent upon the approval of that specific project by SIERRA MADRE. Nothing in this AGREEMENT shall be construed as requiring SIERRA MADRE to approve or implement any project identified in the Work Plan.
2. Upon SIERRA MADRE's approval of any specific SIERRA MADRE project identified in the Work Plan, SIERRA MADRE shall contribute toward the Local Match for that SIERRA MADRE project funded under the WRDA Authorization in the amounts specified in the Work Plan.
3. SIERRA MADRE shall indemnify, defend, and hold harmless, DISTRICT and ARCADIA and their respective officers, employees, and agents from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to (i) any breach of SIERRA MADRE'S obligations under this AGREEMENT, or (ii) the implementation of any project, by SIERRA MADRE, pursuant to this AGREEMENT.
4. SIERRA MADRE shall support DISTRICT in its efforts to cost-effectively maintain the capacity and operability of Santa Anita Dam and Reservoir, Santa Anita Debris Basin, Santa Anita Spreading Grounds, and Santa Anita Creek Diversion Structure, including use of DISTRICT'S

Santa Anita Sediment Placement Site, including providing assistance with community relations and expediting permit processing.

E. PROGRAM COMMITTEE

1. The CITIES and the DISTRICT shall form a Program Committee, which shall be comprised of the Public Works Services Director of ARCADIA, the Director of Public Works of SIERRA MADRE and Director of Public Works of the Los Angeles County Department of Public Works, or their respective designated alternates.
2. The purpose of the Program Committee shall be to periodically review the Work Plan and funding priorities provided for in the Work Plan and determine whether any revisions are necessary or appropriate and, if so, to develop recommendations to revise the priority of projects or the Work Plan, to be proposed to the CITIES and the DISTRICT for approval.
3. Each party's representative on the Program Committee shall be authorized to approve modifications to the Work Plan involving the revision of the funding priorities specified in the Work Plan, minor changes in project scope and alterations in the proposed project budget of up to 10 percent. All other proposed modifications to the Work Plan shall be approved by each party's respective governing body.

F. TERMINATION

Notwithstanding any other provision of this AGREEMENT, any party may withdraw from this AGREEMENT at any time prior to receiving any funds pursuant to the WRDA Authorization or at any time prior to commencing the first project of that party as identified in Exhibit A, by giving written notice of the withdrawal to every other party. In the event that a party withdraws from this AGREEMENT pursuant to this paragraph, the AGREEMENT shall terminate as to that party as of the date of that party's notice of withdrawal, and the withdrawing party shall have no further obligations or liability to the other parties in connection with this AGREEMENT.

- G. This AGREEMENT shall be effective on the date it has been executed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF ARCADIA

Don Penman
Don Penman
City Manager

Date 4/27/09

CITY OF SIERRA MADRE

Elaine Aguilar
Elaine Aguilar
City Manager

Date 4/21/09

APPROVED AS TO FORM:

Steve Deitsch
Steve Deitsch
City Attorney

APPROVED AS TO FORM:

Sandra J. Levin
Sandra J. Levin
City Attorney

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

Gail Farber
Gail Farber
Director of Public Works

Date _____

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
County Counsel

By [Signature]
Deputy

East Raymond Basin Water Resources Program
Work Plan - Exhibit A
Corps of Engineers Section 219f Program - FY 2008 Authorization

Program Improvements Summary		Program & Project Descriptions									Totals
		Responsible Agencies	Priority Ranking	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15		
A	Santa Anita Debris Basin Rehabilitation (Full) Alternative 10	LACPW / Arcadia / Sierra Madre	1	700	425	10,000				11,125	
B	Santa Anita Creek Diversion Structure Rehabilitation	LACPW / Sierra Madre	2	366	1,122					1,488	
C	Sierra Madre Creek Diversion Structure Rehabilitation	Sierra Madre	3	85						85	
D	Santa Anita Spreading Grounds Rehabilitation	LACPW / Arcadia	4	100	799					899	
E	SMSG Diversion Pipeline Inspection & Rehabilitation	Sierra Madre	5	15			196	412		623	
F	Santa Anita Spreading Grounds Booster Pump Station Improvements	Sierra Madre	6				1,000			1,000	
G	Sierra Madre Spreading Grounds Rehabilitation	Sierra Madre	7		88		1,166			1,254	
H	Santa Anita Dam Rehabilitation (Partial) Alternative 10	LACPW / Arcadia / Sierra Madre	8				400	1,000	402	1,802	
I	Extraction Well - Arcadia	Arcadia	9				1,735			1,735	
J	Extraction Well - Sierra Madre	Sierra Madre	10					1,435		1,435	
K	Water System Reliability Projects - Sierra Madre	Sierra Madre	11	133	333	333	333			1,133	
L	Water & Recycled Water System Reliability Projects - Arcadia	Arcadia	12	133	552	552	552	1,059	1,241	4,089	
	Prepared: 9 February 2009										
Total Project Costs (\$ In Thousands)											
Projected Federal Cost Share (WRDA 219f Program)				1,532	3,231	10,973	5,381	3,906	1,643	26,666	
Total Local Sponsor Obligation (Arcadia Lead Agency with Corps) ^A				1,149	2,423	8,230	4,036	2,930	1,232	20,000	
				383	808	2,743	1,345	977	411	6,667	
Note: A. For Predicted Cost Share Breakdown by Agency - See Table 1 Attached											

East Raymond Basin Water Resources Program

Projected Cities / County Cost Share Breakdown - Table 1

Fiscal Year	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	Totals	% Share
Net Cities / County Cost Share	\$384	\$808	\$2,743	\$1,346	\$977	\$411	\$6,667	
City of Arcadia	\$83	\$215	\$763	\$597	\$327	\$335	\$2,320	34.8%
City of Sierra Madre	\$125	\$180	\$730	\$699	\$524	\$25	\$2,283	34.2%
LA County Public Works	\$175	\$413	\$1,250	\$50	\$125	\$50	\$2,063	31.0%
Totals	\$384	\$808	\$2,743	\$1,346	\$977	\$411	\$6,667	100.0%

Note: Dollars are indicated in 1000's

3/16/2009